# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM413758

SUBMISSION TYPE:	NEW ASSIGNMENT					
NATURE OF CONVEYANCE:	Trademark Release and Reassignment (2nd lien)					

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		12/19/2016	Limited Partnership: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Electronic Imaging Services, Inc.
Street Address:	7302 Kanis Road
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72204
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	3928553	ADSIGNS
Registration Number:	4599030	BANNERSTRIPS
Registration Number:	4599029	BANNERSTRIPS
Registration Number:	4594589	BANNERSTRIPS
Registration Number:	4486557	BANNERSTRIPS
Registration Number:	4467402	VITAAISLES
Registration Number:	4467401	VITAAISLES
Registration Number:	4467400	VITAAISLES
Registration Number:	4106885	ISMINSIGHTS
Registration Number:	3842527	MAXIMIZE THE SHELFEDGE
Registration Number:	3929115	ISMADS
Registration Number:	3846045	SHELFSTRIPS
Registration Number:	3846044	SHELFSTRIPS
Registration Number:	3846043	SHELFSTRIPS
Registration Number:	3887126	PEGASSIST
Registration Number:	3880462	PEGASSIST
Registration Number:	3929116	ISMADS
Registration Number:	3808055	PEGASSIST
Registration Number:	3797023	HEALTHYAISLES
		TRADEMARK

**REEL: 005973 FRAME: 0416** 900392738

Property Type	Number	Word Mark				
Registration Number:	3796549	PEGASSIST				
Registration Number:	3797022	HEALTHYAISLES				
Registration Number:	3808056	PEGASSIST				
Registration Number:	3808057	PEGASSIST				
Registration Number:	3797025	KAMELEON				
Registration Number:	3797024	KAMELEON				
Registration Number:	3796548	PEGASSIST				
Registration Number:	3796547	PEGASSIST				
Registration Number:	3718017	MAXIMIZE THE SHELFEDGE				
Registration Number:	3723497	KAMELEON				
Registration Number:	3723496	KAMELEON				
Registration Number:	3804257	HEALTHY AISLES				
Registration Number:	3804256	HEALTHYAISLES				
Registration Number:	3391355	EASY TO EAT WELL				
Registration Number:	1608281	PRINTPERFECT				
Serial Number:	85447995	AISLEWISE				
Serial Number:	85447974	AISLEWISE				
Serial Number:	85447955	AISLEWISE				
Serial Number:	85447936	AISLEWISE				
Serial Number:	85447919	AISLEWISE				

#### CORRESPONDENCE DATA

**Fax Number:** 3129939767

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	01/26/2017

## **Total Attachments: 7**

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 19, 2016, by ANTARES CAPITAL LP (as successor to General Electric Capital Corporation), as Administrative Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

#### WITNESSETH:

WHEREAS, Electronic Imaging Services, Inc., a Delaware corporation ("<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement dated as of September 30, 2014 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on **Schedule 1** hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 6, 2014, at Reel 5375, Frame 0436;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby terminates, cancels, releases and discharges its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (a) all of its Trademarks, including, without limitation, those referred to on **Schedule 1** hereto; provided, however, that no Lien on and security interest was granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and be automatically subject to the Lien and security interest released, terminated, cancelled and discharged hereunder;
    - (b) all renewals and extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

3.	This	Trademark	Release	and	Reassignment	shall	be	governed	by	and	construed	and
interpreted in a	ccorda	ance with the	laws of	the S	State of New Yo	rk.						

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By:
Name:
BHOUMIL LIKADIN
Title: Duly Authorized Signatory

Trademark Release and Reassignment

# SCHEDULE

Current Owner	Mark Name	Country	Current App #	Current App Date	Current Reg. #	Current Reg. Date	Status
Electronic Imaging Services, Inc.	EASY TO EAT WELL	United States	77/216,560	06/27/2007	3,391,355	03/04/2008	Registered
Electronic Imaging Services, Inc.	PEGASSIST	United States	77/551,846	08/20/2008	3,796,547	06/01/2010	Registered
Electronic Imaging Services, Inc.	PEGASSIST	United States	77/551,869	08/20/2008	3,796,548	06/01/2010	Registered
Electronic Imaging Services, Inc.	PEGASSIST	United States	77/551,918	08/20/2008	3,880,462	11/23/2010	Registered
Electronic Imaging Services, Inc.	PEGASSIST	United States	77/551,940	8002/02/80	3,796,549	06/01/2010	Registered
Electronic Imaging Services, Inc.	KAMELEON (and design)	United States	77/585,301	10/03/2008	3,723,496	12/08/2009	Registered
Electronic Imaging Services, Inc.	KAMELEON (and design)	United States	77/585,322	10/03/2008	3,723,497	12/08/2009	Registered
Electronic Imaging Services, Inc.	HEALTHYAISLES (and design)	United States	77/682,142	03/03/2009	3,797,023	06/01/2010	Registered
Electronic Imaging Services Inc.	HEALTHY AISLES (and design)	United States	77/682.091	03/03/2009	3.804.256	06/15/2010	Registered
Services, Inc.	design)	States	7//682,091	03/03/2009	3,804,256	06/15/2010	Kegistered

| Electronic Imaging<br>Services, Inc. |
|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| SHELFSTRIPS (with Design)            | ISMADS (and Design)                  | SHELFSTRIPS<br>(and Design)          | KAMELEON                             | KAMELEON                             | PEGASSIST (and with design)          | HEALTHY AISLES (and design)          | HEALTHYAISLES (and design)           |
| United<br>States                     |
77/699,865	77/699,700	77/699,916	77/682,162	77/682,180	77/695,249	77/695,197	77/695,227	77/695,179	77/682,105	77/682,123
03/26/2009	03/26/2009	03/26/2009	03/03/2009	03/03/2009	03/19/2009	03/19/2009	03/19/2009	03/19/2009	03/03/2009	03/03/2009
3,846,043	3,929,116	3,846,045	3,797,024	3,797,025	3,808,057	3,808,055	3,808,056	3,887,126	3,804,257	3,797,022
09/07/2010	03/08/2011	09/07/2010	06/01/2010	06/01/2010	06/22/2010	06/22/2010	06/22/2010	12/07/2010	06/15/2010	06/01/2010
Registered										

Electronic Imaging Services, Inc.	Electronic Imaging Services, Inc.									
AISLEWISE	AISLEWISE	AISLEWISE	AISLEWISE	AISLEWISE	ISMINSIGHTS	ADSIGNS (and design)	MAXIMIZE THE SHELFEDGE	MAXIMIZE THE SHELFEDGE	SHELFSTRIPS (and Design)	ISMADS (and design)
United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States
85/447,995	85/447,974	85/447,955	85/447,936	85/447,919	85/313,618	85/086,888	77/710,385	77/710,397	77/699,876	77/699,685
10/14/2011	10/14/2011	10/14/2011	10/14/2011	10/14/2011	05/05/2011	07/16/2010	04/09/2009	04/09/2009	03/26/2009	03/26/2009
					4,106,885	3,928,553	3,718,017	3,842,527	3,846,044	3,929,115
					02/28/2012	03/08/2011	12/01/2009	08/31/2010	09/07/2010	03/08/2011
Filed	Filed	Filed	Filed	Filed	Registered	Registered	Registered	Registered	Registered	Registered

| Electronic Imaging<br>Services, Inc. |
|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| printperfect                         | bannerStrips                         | bannerStrips                         | bannerStrips                         | bannerStrips                         | vitaAisles                           | vitaAisles                           | vitaAisles                           |
| United<br>States                     |
73/812,807	85/863,343	85/863,401	85/863,429	85/863,462	85/723,347	85/723,369	85/723,407
02/28/2013	02/28/2013	02/28/2013	02/28/2013	02/28/2013	09/07/2012	09/07/2012	09/07/2012
1,608,281	4,486,557	4,594,589			4,467,400	4,467,401	4,467,402
07/31/1990	02/18/2014	08/26/2014			01/14/2014	01/14/2014	01/14/2014
Registered	Registered	Registered	Filed	Filed	Registered	Registered	Registered

TRADEMARK REEL: 005973 FRAME: 0425

**RECORDED: 01/26/2017**